



TEAMSTERS CANADA RAIL CONFERENCE

General Committees of Adjustment
Canadian Pacific Railway

Greg Lawrenson
Ed Mogus
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Wayne Apsey
General Chairmen
Conductors, Trainmen, Yardmen

March 6, 2024

VIA EMAIL

Brothers and Sisters,

We understand there will be many questions and concerns from the membership regarding the Company's recent contract proposals. This letter aims to address some of the comments made by the Company and outline the changes proposed.

Our position at the bargaining table has been guided by the contract submissions from the Divisions. The bargaining team's focus is to represent the voice of the members. We have not received any submissions from the members to increase working hours, decrease personal rest, or relinquish control of scheduling personal time to the Company. These are solely Company demands.

Regarding the mailout by the Company, it's important to note that the package received by the membership differs from the documents given to your Bargaining Committee. Specifically, the December 19, 2023, proposal included four documents: a Cover Letter, Summary of Proposal, Memorandum of Settlement, and the Revised Consolidated Collective Agreement. The mailout contained an altered version of the summary and no Memorandum of Settlement, contradicting their statement "The Company is committed to transparency with employees and customers."

The missing documents, among other things, detail that all changes are contingent on Transport Canada's approval of an exemption from recently enacted DRPR rules, including the Maximum Cumulative Duty Hours (60hrs in 7 days and 192 hours in 28 days) and the Minimum Time Free from Work "Reset Break" provision. Effectively, even if we agreed with the provisions proposed (which we absolutely do not), the requirement of a DRPR exemption would ensure they were not put into effect. The absurdity of this requirement was not lost on our bargaining committee, and the Company was called out on it. At no point has the Company relented to this requirement.

Regarding not engaging or "dealing with" the December 19 offer, the Union repeatedly gave every opportunity to the employer to explain and highlight the specific provisions they sought to change. The Union requested the Company provide examples of scheduling in complex terminals, and they chose not to.

With respect to the “options”, it should be clear that Option #1 is a complete replacement of the current CCA and an “all or nothing” submission. Option #2 is under the guise of more traditional Memorandum of Settlement that would alter the current CCA and replace it all with these 8 items only.

Option #1:

4-year contract with pay increases in 2025: 3.25%, 2026 2.75%, 2027 2.75%

Eliminate

- Ability to give notice for 10.
- Requirement to be in an off in 12 hours.
- Personal rest provisions 24/48
- Unfit Clause
- Ability to be off for miles
- 8-hour minimum day
- EDOs
- Yards / Road Switchers
- Language on meal breaks
- Conductor Only restrictions and payments including Kaplan Awards
- ES, SFT, TJ, OM, DB, PU claims as well as Shift differentials.
- Ability to resolve grievances (aside from the CROA process) including FMCS, Local Meetings, or any other dispute resolution process currently in place.
- Directional or Time Pools See article 6.01.
- Eliminate payment of Train length and Length of Run – Including ESRs
- Turn Service and TCS
- Home only provision
- Switching and Terminal limits
- All prior agreements and Local rules including but not limited to
 - Revelstoke Mountain sub agreement
 - Kamloops work train
 - Edmonton Terminal Resolve

Significant Changes

- Deadheading
- Called and Cancelled
- Held Away
 - HA to commence at the reduced Non-Service Rate **8 hours after regulatory rest expires i.e. no held away until 18 hours.**
- CLC days
 - Unused Medical or Personal leave days will be paid out by Feb 28th of the following year at **4 hours pay** for each unused day.
- General Holidays
 - Pay for working a General Holiday will be 1.2 times the hourly rate

- Overtime – commencing at 10 hours
- Scheduling
- AOR Increased up to 10 Day Suspension or 20 Demerits

New Provisions

- Hourly rate
- 10-hour minimum day
- Meet and Turn
- Drop your turn
- Local Assignments with 4 hour calling windows, with the ability to be called outside your window
- Regulatory Changes – Hours of Service – Appendix 1
 - Provides the Company the ability to renegotiate (decrease) the hourly rate should there be a mandate to reduce hours of service.

Note

Any provisions that are not mentioned in this proposal would no longer exist.

Option #2

3-year contract wage increases 2024 3.25%, 2025 3.00%, 2026 2.75%

Significant Changes

- Heldaway
 - Pay commences 6 hours after Regulatory Rest expires at the Away From Home Terminal at 12.5 miles per hour. (no pay for until 16 hours)
 - Automatic Call or Heldaway pay at 1 8.75 miles per hour begins 8 hours after Regulatory Rest expires.
 - Eliminate payment on a territory where C-only has not been implemented.

Eliminate

- Time Pools
 - Calgary and Fort Steele (including spareboards)

Duration & Scope

“Any existing collective agreement provisions not explicitly referred in this memorandum, are null and void as soon as this agreement takes effect”, so what this would mean is that the entire CCA becomes solely this option 2, if accepted.

In review, Option 1 eliminates employees rights to be fit, rested and have personal time away from the railway. Rather than address the substantial issue with retention, the proposal would

cause further employees to leave the Company. Option 2 is simply a considerable loss of earnings to all road employees given the loss in heldaway.

The Union maintains that neither of these proposals are in the best interest of the members. The Company is seeking extreme concessions with very little in return. The Union is committed to a negotiated settlement and cannot accept the Company's "take it or leave it" proposals. We are confident that a critical read of these proposals will make it abundantly clear that they are detrimental.

In solidarity,



Dave Fulton
General Chairman - CTY West



Greg Lawrenson
General Chairman - LE West



Wayne Apsey
General Chairman, CTY East



Ed Mogus
General Chairman, LE East